

Nicola Pocock 22 January 1994
Customer Complaints Department
Kuoni Travel Limited
Kuoni House
Dorking
Surrey
RH5 4AZ

Dear Ms Pocock

YOUR REFERENCE NP/2178588
GARUDA INDONESIA REFERENCE LONSS/C/6261mc

Thank you for your letter of 18 January. We are in receipt of Garuda's letter of 12 January, which you may have received. I enclose a copy anyway for your convenience.

Contrary to your hope that we find Garuda's answer satisfactory, we find it entirely unsatisfactory and regret that we are forced to continue to pursue this matter in anger.

Garuda seem to have entirely missed the point. We are not complaining about unavoidable delay but have very serious complaints about Garuda's negligence. The stock reply "we have taken the matter up with the department concerned but due to company policy cannot tell you what action, if any, we have taken" is insulting.

Further, our claim for direct costs owing to delays has nothing to do with insurable risk. We are claiming because:

- Garuda was almost certainly negligent in the original cause of delay (otherwise sensible explanations would have been forthcoming at the time). The "aircraft rotational difficulties" is a cock-and-bull stock explanation that will fool nobody under the circumstances;
- Garuda did nothing to mitigate the problem by speeding up the flights - indeed our original letter provides some evidence that Garuda got into such a muddle at both Jakarta and Bangkok that at least 3 hours of the delay can be attributed to staff incompetence;

- Our direct costs arising from the delay were largely caused by the inadequate communication we described. Garuda cannot have it both ways. Either there were straightforward operational problems, in which case they were negligent in not communicating those problems to passengers promptly, or the delay itself was due to negligence;
- our request for compensation for distress and inconvenience relates to the diabolical level of service which we experienced in the hands of Garuda (documented at sufficient length in our original letter and not repeated here).

Kuoni, you were our agents in this matter. Had we not paid for the Garuda services in advance, we should have withheld payment on the grounds that the quality of service was inadequate.

We insist that you take up our case here, or else you will be tarred with the same brush as Garuda in this sorry affair and the actions we may choose to take will not please you.

We cannot emphasise enough how seriously we consider this complaint and the lengths to which we are prepared to go to contend our rights and those of other similarly beleaguered citizens less able than us to assert themselves.

We look forward to a more satisfactory reply than the last one please.

Yours sincerely

Ian Harris and Jane Wormleighton

cc:F M Walther - Garuda Indonesia Customer Complaints Department